

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-098
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS PLUMBING SERVICES

DATE: January 25, 2006

CONTRACT PERIOD: May 1,2006 thru April 30,2007

CONTRACTOR: John Henry's Plumbing, Heating & A.C.Co.
2949 Cornhusker Hwy.
Lincoln, NE 68504

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Mark Pankoke
Telephone No.: 402/435-5555
FAX No.: 402/466-5757
E-Mail Address: mpankoke@johnhenrysplumbing.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Labor Rates:

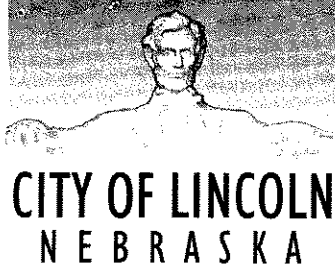
Master Plumber	@	\$64.00/Hr.
Journeyman Plumber	@	\$54.00/Hr.
Plumber's Apprentice	@	\$40.00/Hr.
Laborer	@	\$31.00/Hr.

Overhead & Profit:

Material excluding freight	@	29.5%
Equipment	@	15 %
Subcontractor Costs	@	10 %

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

January 5, 2006

John Henry's Plumbing, Heating & A.C.
2949 Cornhusker Hwy.
Lincoln, NE 68504

ATTENTION: Mr. John Zohner

RE: UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS PLUMBING SERVICES, SPEC. NO. 04-098

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning **May 1, 2006 thru April 30, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. Please return the original letter (faxed copy of this letter is not acceptable) and a current insurance certificate back to our office by **January 13, 2006**, for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of **Insurance** must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

If your company should choose **not** to renew this contract in it's original form, please state *on your letterhead* the **reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Official City Use Only

John Henry's Plumbing
Company Name
2949 Cornhusker
Company Address
435-5555
Phone No. 466-5757
FAX No.
mpankoke@johnhenrysplumbing.net
E-Mail Address
Mark Pankoke
By(print) Director Operations
Title Jan 10, 2006
Date
Mark Pankoke
Signature

Dated this <u>24th</u> day
of <u>Jan.</u> <u>2006</u>
<u>Coleen J. Seng</u>
Coleen J Seng, Mayor

kw

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS PLUMBING SERVICES**

THIS CONTRACT, is made and entered into this 21st day of April, 2004, by and between John Henry's Plumbing, Heating & A.C. Co., hereinafter referred to as "Contractor"; and Lancaster County Nebraska; the Public Building Commission; the City of Lincoln, Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners have caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owners in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owners in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of May, 2003, through the 30th day of April, 2004, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
 - A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the Owners will undertake a separate bid process for such project.
4. Termination.
 - A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

- C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
- a. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. General Conditions. The City of Lincoln General Conditions, Reissued March 5, 1999, attached; and the City of Lincoln Standard Specifications For Municipal Construction are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The Owners reserve the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
12. Indemnification.
- A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.

13. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
 - C. All permits required by the Owners for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. Owners's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Warranty. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty for materials and workmanship.
16. Contract Bonds.
 - A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
17. Exempt Sales Certificate.
 - A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
 - A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
20. Use of Subcontractors. The Owners recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
 - A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.

- B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
22. Invoices.
- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - B. Each project shall be invoiced separately.
 - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this 10th day of May, 2004.

Lancaster County, Nebraska

Contract Approved as to Form:

County of Lancaster, Nebraska

for Kristy Mundt
Lancaster County Attorney

Larry Hedrick
Vice Chairperson, Board of Commissioners 5/10/04

Public Building Commission

Attest:

Bruce Medcalf
Lancaster County Clerk

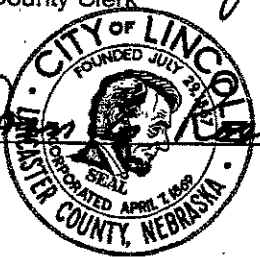
Larry Hedrick
Chairperson, Public Building Commission

Attest

John Kane
City Clerk

City of Lincoln, Nebraska

Colleen J. Seery
Mayor



Contractor

John Henry's Plumbing, Heating & A.C. Co.
Company Name

2949 Cornhusker Hwy.
Street Address

Lincoln, NE 68504
City State Zip Code

402/435-5555 FAX 402/466-5757
Telephone Number(s)

By: Mark Pankoke

Mark Pankoke
Name (Print)

Mark Pankoke
Signature

Director of Operations
Title

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MISCELLANEOUS PLUMBING SERVICES, 04-098

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Plumber			
Journeyman Plumber			
Plumber's Apprentice			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$ _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____